

RFP 1748 DHCAA-JS Amendment #2
February 7, 2013

Section 1.2.5 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

In accordance with Federal Regulation, 42 CFR 431.53, Wisconsin's Medicaid program provides three modes of non-emergency medical transportation (NEMT) services to Medicaid members:

- Ambulance;
- Specialized medical vehicle (SMV); and
- Public common carrier or private vehicle transportation.

An ambulance may be used to transport a member on a non-emergency basis if the member has a significant medical condition or need for medical monitoring that cannot be provided by a common carrier, private motor vehicle, or SMV. For example, an individual on a life-support system or an infant in an isolette (incubator) may be transported by ambulance. For more information, refer to:

<https://www.forwardhealth.wi.gov/kw/pdf/2012-23.pdf>

SMVs may be used to transport disabled or blind members who are unable to take public common carrier or private motor vehicle transportation if the purpose of the trip is to receive covered Medicaid services. Members who are confined to a wheelchair or otherwise incapacitated may also use SMV transportation.

The transportation manager leverages common carriers, SMV, ambulances, and private motor vehicles to provide transportation services for Medicaid members. These services may be bus transportation, trains, taxis, human service vehicles, private motor vehicles, and in some instances, aircraft or boats. In providing these services, the transportation manager is required to use the least expensive means reasonably available at the time the service is required.

Section 1.7 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

Vendors intending to submit a Proposal under the auspices of this RFP are encouraged to notify the Department of such intent via email no later than close of business on February 11, 2013. Such notice must be submitted via the email protocol described in Section 1.5.

Section 5.1.2.2.7 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

Drivers must pass a criminal background check, with no felony convictions the circumstances of which substantially relate to the circumstances of the particular job and may not have any such felony convictions during the contract period.

Section 5.1.4.19 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

Drivers must pass a criminal background check, with no felony convictions the circumstances of which substantially relate to the circumstances of the particular job and may not have any such felony convictions during the contract period.

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Section 5.4.5 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

The Contractor shall be responsible for recording and responding to all complaints with regard to the delivery of services required under this contract which will include complaints by members, providers, or any individual or group who contacts the Contractor. Resolution of complaints by the Contractor is subject to the discretionary review of the Department and may be overridden. The Contractor may be required to implement and submit proof of any corrective policies or procedures as a result of the Department review. The Contractor must have a formal written complaint process that must be approved by the Department to ensure that all complaints are resolved at the lowest administrative level possible. The Department must approve all documentation used in the Contractor's complaint process for content and format before they are put into use.

The Contractor shall provide the ability for members, healthcare facilities, providers and caseworkers to initiate complaints through an online complaint web page.

The Contractor shall acknowledge a complaint within one (1) business day of the Contractor's receipt of the complaint. The Contractor must provide the complainant with an update of its review of the complaint within ten (10) business days. All complaints must be deemed substantiated or unsubstantiated within thirty (30) business days. All complainants must receive a letter documenting disposition within thirty (30) business days. Upon request, the Contractor will provide the Department a written record of the complaint and resolution including any corrective action within three (3) business days of receipt of the Department request.

The Contractor must remove from public contact or provide a retraining program for service personnel who receive two (2) substantiated complaints within a ninety (90) day period. The Contractor must remove from public contact any personnel who has received four (4) substantiated complaints within a twelve consecutive (12) month period.

The Contractor shall designate an individual within the Contractor's organization to act as liaison with the Department to ensure prompt action regarding all complaints. The Contractor must comply with the request of the Department to investigate, or remove from public contact, or require retraining for any personnel deemed in need of retraining.

Section 5.6.1.2 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

The Contractor shall hire, or assign, qualified key staff to the following positions for purposes of managing the Wisconsin NEMT program for the duration of the contract. The key staff, with the exception of Senior Manager of Information Systems, must be located full time on site in Wisconsin for the duration of this contract. All positions described in this section are to be reflected within the larger organizational chart as requested in Section 7.2.1 of the Proposal Submission Requirements.

- 5.6.1.2.1** Senior Manager of Transportation Network
- 5.6.1.2.2** Senior Manager of Call Center Operations
- 5.6.1.2.3** Call Center Supervisor
- 5.6.1.2.4** Senior Manager of QA, Complaints and Grievances
- 5.6.1.2.5** Senior Manager of Facilities, Outreach, Education and Training
- 5.6.1.2.6** Senior Manager of Information Systems

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- 5.6.1.2.7** General Manager
- 5.6.1.2.8** Assistant General Manager / Director of Operations
- 5.6.1.2.9** Reporting Manager
- 5.6.1.2.10** Member Advocate (Ombudsman). Please refer to section 5.4.5.3.
- 5.6.1.2.11** Project / Implementation manager. This function and its incumbent shall be located at the Business Office/Call Center, Monday through Friday, during the entire transition phase and a minimum of 60 days after the contract start date. The incumbent shall work directly with DHS staff.

Section 6.2 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

6.2 Addenda – NEMT Program Data

Addenda posted with this RFP are provided for reference only and is an estimate. This level of detail is provided for information purposes only and is there to assist the Proposer in understanding the current projected member populations.

- 6.2.1** Addendum 1: Member Counts by County, by PMPM Rate Group
- 6.2.2** Addendum 2: Monthly Data Overview
- 6.2.3** Addendum 3: Meals and Lodging Costs
- 6.2.4** Addendum 4-1: Net Authorized Trips - 2011 (Non SEWI HMO Members)
- 6.2.5** Addendum 4-2: Net Authorized Trips - 2012 (Non SEWI HMO Members)
- 6.2.6** Addendum 4-3: Net Authorized Trips - 2012 (SEWI HMO Members)
- 6.2.7** Addendum 5-1: Net Trip Mileage, By County, By LOS - 2011 (Non SEWI HMO Members)
- 6.2.8** Addendum 5-2: Net Trip Mileage, By County, By LOS - 2012 (Non SEWI HMO Members)
- 6.2.9** Addendum 5-3: Net Trip Mileage, By County, By LOS - 2012 (SEWI HMO Members)
- 6.2.10** Addendum 6: Call Center Metrics
- 6.2.11** Addendum 7: Net Trips and Mileage, By PMPM Group, By Month
- 6.2.12** Addendum 8: Members by PMPM Group
- 6.2.13** Addendum 9: DRAFT Provider Update

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6.2.14 Addendum 10: Current NEMT Transportation Providers

6.2.15 Addendum 11: Provider/Member No Shows, Provider Late, Attendants

Section 7.9.1 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

Proposer must submit the following seven (7) sample reports related to NEMT management that will demonstrate their ability to ensure they comply with the reporting requirements of the RFP. Reference Section 5.11.

- Provider and Driver Reports
- Accident and Moving Violation Report
- Vehicle Reports
- Complaint Summary Report
- Telecommunications System Reports
- Daily Report
- Monthly Report

Section 9.1 has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

The contractor acknowledges that damages will be incurred by the agency if project is not implemented timely. Therefore, liquidated damages may be assessed by the State, in the amount of \$20,000 per working day, not to exceed one-half the total annual amount of the Contract, for every day past the negotiated Implementation Date if the project is not implemented on that date. The contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

The State may, at its sole discretion, assess liquidated damages for the following situations that have been investigated and substantiated by the State:

- **Failure to Provide Transportation**, defined as the Contractor failing to provide transportation to an eligible member for a Medicaid covered service, where the member followed protocol described in section 5.2.2 and 5.2.3 of the RFP.
 - For each occurrence, damages may be assessed by the State in the amount of \$1000.
- **Provider Late**, defined as the transportation provider being late to provide NEMT services and therefore causing the member to be late for an appointment, as described in section 5.1.2.4, 5.2.2 and 5.2.3 of the RFP.
 - For each occurrence, damages may be assessed by the State in the amount of \$100.
- **Provider uses vehicle not meeting standards**
 - For each occurrence where the Contractor arranges transportation where a vehicle is utilized that does not meet the standards described in section 5.1, damages may be assessed by the State in the amount of \$1000.
- **Failure to provide timely trip for Dialysis or Cancer Treatment**, defined as the Contractor failing to provide transportation to an eligible member for a Medicaid covered dialysis or cancer treatment service, where the member follows protocol described in section 5.2.2 and 5.2.3 of the RFP.

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Additionally, this definition includes the transportation provider being late to provide NEMT services and therefore causing the member to be late for an appointment, as described in section 5.1.2.4, 5.2.2 and 5.2.3 of the RFP, for an eligible member to Medicaid covered dialysis or cancer treatment service.

- For each occurrence, damages may be assessed by the State in the amount of \$1000 in addition to damages resulting from Failure to Provide Transportation or Provider Late.
- **Failure to meet call center hold time requirements**, defined as the Contractor not meeting the daily average hold time requirement, as described in section 5.5.2.2.3 of the RFP.
 - For each day where the Contractor does not meet the hold time requirement, damages may be assessed by the State in the amount of \$1000.

The State may require the Contractor to reimburse for NEMT services provided by another entity resulting from the Contractor not meeting their contractual obligations.

Appendix C – section VI (B) (2) has been revised. This language supersedes and replaces that included in the RFP issued January 3, 2013.

VI. DAMAGES AND INDEMNIFICATION

B. Damages

2. Liquidated Damages
Reason for Assessment of Liquidated Damages:

In addition to liquidated damages for violations of confidentiality requirements, damages may be assessed by the State, in the amount of \$20,000 per working day, not to exceed one-half the total annual amount of the Contract, for every day past the negotiated Implementation Date if the project is not implemented on that date.